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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

BELLATOR SPORT WORLDWIDE, LLC,

Plaintiff,

v.

**ZUFFA, LLC, JONATHAN BROOKINS,
MICKEY DUBBERLY, JOHN DOES 1-5,**

Defendants.

Civil Action No.: 2:10-CV-04091-DMC-JAD

**DECLARATION OF
BJORN REBNEY**

BJORN REBNEY, being of age, hereby declares:

1) I am the CEO of Bellator Sport Worldwide, LLC (“Bellator”), the plaintiff in this case.

2) Both Bellator and defendant Zuffa, LLC do business in New Jersey. Bellator holds a Promoter’s license in New Jersey; indeed, its first Promoter’s license came from New Jersey. Zuffa recently promoted a bout at the Prudential Center in Newark with a reported gate of approximately Four Million Dollars (\$4,000,000.00). There are numerous other promoters of MMA doing business in New Jersey.

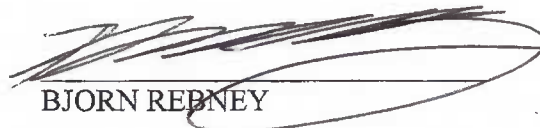
3) It is relevant to explain how the managerial relationship between a fighter and his manager operates. It is the responsibility of the manager to negotiate contracts on

behalf of the fighter. The manager is paid a percentage of the fighter's earnings for doing so.

4) Mickey Dubberly negotiated with Bellator and signed one fighter, Josh Neer, to an anticipated multi-bout contract with Bellator. As set forth more fully in the Declaration of Sam Caplan that contract had a New Jersey Choice of Law provision, a New Jersey dispute resolution provision and a requirement that notices to the promoter be sent to Bellator's counsel in New Jersey. These are the same provisions which appear in Mr. Brookins contract.

5) It is important for the Court to know that once a fighter signs a multi-bout contract with a promoter it is up to the promoter to stage the forum for his bouts. Thus in contracting with Bellator Mr. Dubberly would have had every expectation that Bellator could place his fighter on a card in New Jersey. This is not only true of his dealings with Bellator. Dubberly's website reflects that he has several fighters signed with Zuffa, LLC. He would necessarily therefore understand (as would any manager in a similar position) that Zuffa could place these fighters on cards held in New Jersey.

I hereby declare under penalty of perjury that the foregoing is true. If willfully false I recognize that I am subject to punishment.


BJORN REBNEY

Date: October 31, 2010